

LAW OFFICES  
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RECORDATION NO. 23482-G FILED  
JUN 23 '03 3-50 PM  
SURFACE TRANSPORTATION BOARD

June ~~23~~, 2003

Recordation No. 23482-G

Dear Mr. Williams:

On behalf of Commerzbank Aktiengesellschaft, New York Branch, I submit for filing and recording under 49 U.S.C. § 11301 (a) and the regulations applicable thereunder, executed counterparts of a secondary document, not previously recorded, entitled Amendment to Security Agreement Supplements Nos. 1 through 5, Inclusive ("Amendment") dated as of June 19, 2003.

The parties to the enclosed Amendment are:

ABN AMRO Bank N.V., as assignee of U.S. Bank National Association, as assignee of State Street Bank and Trust Company of Connecticut, National Association, (together with its successors and assigns, "Debtor"). Suite 1500 208 South LaSalle Street Chicago, IL 60604	- ASSIGNEE/DEBTOR (FOR INDEXING, MORTGAGOR)
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Commerzbank Aktiengesellschaft, New York Branch - Collateral Agent, for itself and others. 2 World Financial Center New York, NY 10281-1050	SECURED PARTY (FOR INDEXING MORTGAGEE)
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The said Amendment, among other things, acts to delete after the first reference date in the first sentence of the introductory paragraph all text and replace it in Security Agreement Supplements Nos. 1 through 5 and should be recorded under the next available letter under Recordation No. 23482, which letter we believe is "-G."

The equipment is not changed by the Amendment.

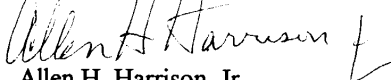
A short summary of the Amendment to appear in the Surface Transportation Board Index is as follows:

"Deletes and replaces certain text in introductory paragraph in Security Agreement Supplements Nos. 1 through 5, no change in equipment".

Enclosed is a check in the amount of thirty (\$30.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter from the Surface Transportation Board acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.

Attorney for Commerzbank  
Aktiengesellschaft, New York Branch,  
*for the purpose of this filing.*

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Enclosures

BY HAND

Execution Copy

**AMENDMENT TO SECURITY AGREEMENT SUPPLEMENTS NOS. 1 through 5,  
INCLUSIVE  
(DOW 2001)**

RECORDATION NO. 23482-6 FILED

June 19, 2003

JUN 23 '03

3-50 PM

SURFACE TRANSPORTATION BOARD

Reference is made to Security Agreement Supplement No. 1 dated May 10, 2001, Security Agreement Supplement No. 2 dated August 10, 2001, Security Agreement Supplement No. 3 dated November 13, 2001, Security Agreement Supplement No. 4 dated August 12, 2002 and Security Agreement Supplement No. 5 dated November 12, 2002 (each a "Security Agreement Supplement" and collectively, the "Security Agreement Supplements"), each between U.S. Bank National Association, as assignee of State Street Bank and Trust Company of Connecticut National Association ("Lessor") and Commerzbank Aktiengesellschaft, New York Branch, the New York branch of a German banking corporation ("Collateral Agent") for itself, Four Winds Funding Corporation ("Lender") and Commerzbank AG, New York Branch as administrative Agent for Lender ("Administrative Agent").

Sellers, Buyer, Trust Company, Lessee, Lessor and Lender (each as defined in the Purchase Agreement) are parties to that certain Purchase and Sale Agreement dated as of June 19, 2003 (the "Purchase Agreement"). Pursuant to the Purchase Agreement and the Assignment and Assumption Agreements, Buyer is purchasing the rights and interests of Sellers and assuming the obligations of Sellers, Trust Company and Lessor (as defined in the Purchase Agreement) under the Operative Documents, and Sellers, Trust Company and Lessor are selling and assigning such rights, interests and obligations to Buyer. All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

Having this date executed and delivered this Amendment to Security Agreement Supplements Nos. 1 through 5, Inclusive, and wishing to conform the Security Agreement Supplements to the amendments effected hereby, ABN AMRO BANK N.V., as assignee of U.S. Bank National Association, as assignee of State Street Bank and Trust Company of Connecticut, National Association, and Collateral Agent hereby agree that each Security Agreement Supplement is hereby amended as follows:

(a) The introductory paragraph is amended by deleting all text after the first referenced date in the first sentence and replacing it with the following:

"between ABN AMRO BANK N.V., as assignee of U.S. Bank National Association, as assignee of State Street Bank and Trust Company of Connecticut, National Association, as Lessor under Railcar Financing Lease Agreement, dated as of May 4, 2001 ("Debtor") and Commerzbank Aktiengesellschaft, New York Branch, the New York branch of a German banking corporation ("Collateral Agent") for itself, Four Winds Funding Corporation ("Lender") and Commerzbank AG, New York Branch as administrative Agent for Lender ("Administrative Agent") and supplements that certain security agreement found in Section 5 of that certain Participation Agreement dated as of May 4, 2001

among The Dow Chemical Company, Debtor, Lender, Collateral Agent and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Participation Agreement")."

(b) The signature block is hereby deleted in its entirety and replaced with the following (and by their execution of this Amendment the parties shall be deemed to so have executed the Security Agreement Supplements):

"Dated: \_\_\_\_\_"

ABN AMRO BANK N.V.,  
as assignee of U.S. Bank National Association,  
solely as Lessor

By: Elizabeth R. McClellan  
Name: Elizabeth R. McClellan  
Title: Vice President

By: Kevin K. Kenning  
Name: Kevin K. Kenning  
Title: Vice President

COMMERZBANK AKTIENGESELLSCHAFT  
NEW YORK BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[signature page follows]

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

ABN AMRO BANK N.V.,  
as assignee of U.S. Bank National Association,  
solely as Lessor

By: Elizabeth R. McClellan  
Name: Elizabeth R. McClellan  
Title: Vice President

By: Kevin K. Kenning  
Name: Kevin K. Kenning  
Title: Vice President

COMMERZBANK AKTIENGESELLSCHAFT  
NEW YORK BRANCH,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

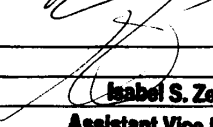
ABN AMRO BANK N.V.,  
as assignee of U.S. Bank National Association,  
solely as Lessor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMERZBANK AKTIENGESELLSCHAFT  
NEW YORK BRANCH,  
as Collateral Agent

By:   
Name: **Douglas I. Glickman**  
Title: **Vice President**

By:   
Name: **Isabel S. Zelssig**  
Title: **Assistant Vice President**

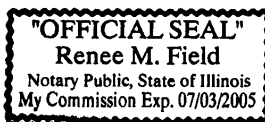
STATE OF Illinois  
COUNTY OF Cook

On this 18th day of June, 2003, before me personally appeared in the City of Chicago, State of Illinois, Elizabeth R. McClellan, to me personally known, who being by me duly sworn, says that she/he is the Vice President of ABN AMRO Bank N.V., that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Renee M. Field*

Notary Public

[NOTARIAL SEAL]



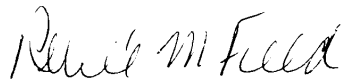
My commission expires:

7/03/2005

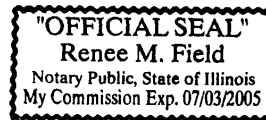
STATE OF Illinois

COUNTY OF Cook

On this 18th day of June, 2003, before me personally appeared in the City of Chicago, State of Illinois, Kevin K. Kenning, to me personally known, who being by me duly sworn, says that she/he is the Vice President of ABN AMRO Bank N.V., that the foregoing instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public



[NOTARIAL SEAL]

My commission expires:

07/03/2005



STATE OF New York )  
COUNTY OF New York ) SS  
Westchester

On this 18<sup>th</sup> day of June, 2003, before me personally appeared in the City  
of New York, State of NY, D. Flickman & J. Zisig, to me  
personally known, who being by me duly sworn, says that she/he is the  
VP + AVP resp. of Commerce Bank Af, that the foregoing  
instrument was signed and sealed on behalf of said corporation, and he acknowledged that the  
execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]  
Notary Public

**KARIN G. RAPAGLIA**  
Notary Public, State of New York  
Reg. # 4627764  
Qualified in Westchester County  
Term Expires May 31, 2006

[NOTARIAL SEAL]

My commission expires: